

BENGALURU DEVELOPEMENT AUTHORITY

(Government of Karnataka)

REQUEST FOR PROPOSALS

Project Management Consultancy Services for the work of “Construction of RCC Drain, Formation of Roads, Development of parks in Sir.M.Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir.M.Vishveshwaraiah Layout 7th to 9th Blocks & Comprehensive Developments in 1st, 2nd& 8th Block of Sir.M. Vishveshwaraiah Layout”.

**Executive Engineer
(West Division)
Gnanabharati Layout, BM Road, Kengeri,
Metro Pillar No-594 Opposite,
BDA,Bengaluru 560060**

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BENGALURU DEVELOPEMENT AUTHORITY

(Government of Karnataka)

Executive Engineer (West Division) Gnanbharati Layout, BM Road,
Kengeri, Metro Pillar No-594 Opposite, BDA Bengaluru 560060.

No.BDA/WEST/PMC/TENDER/2026-27/16

Date:15.04.2026

**SHORT TERM NOTICE INVITING TENDER FOR
PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES.
(Through GoK e-procurement Portal only)**

BDA is inviting tender under Quality and Cost Based Selection (QCBS) as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000 through electronic procurement from eligible Consulting Firms under two cover system for the following work:

Sl No	Name of the work	Project Cost (Rs. in Lakhs)	PMC Project Cost (in lakhs)	EMD (Rs.in Lakhs)
1	2	3	4	5
1	Project Management Consultancy Services for Construction of RCC Drain, Formation of Roads, Development of parks in Sir.M.Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir.M.Vishveshwaraiah Layout 7th to 9th Blocks & Comprehensive Developments in 1st, 2nd & 8th Block of Sir.M. Vishveshwaraiah Layout.	6985.00	69.85	2.00

Applicants may download bidding documents from the e-procurement portal <https://kppp.karnataka.gov.in>.

- Last date to receive pre bid queries upto : as mentioned in e-portal
- Pre bid meeting will be held on : as mentioned in e-portal
- Last Date for submission of bids is : as mentioned in e-portal
- Date and time of opening Technical bids is on : as mentioned in e-portal

Sd/-
Executive Engineer

SECTION 1
LETTER OF INVITATION

Place:Bangalore
Date:15.04.2026

The Executive Engineer, **BENGALURU DEVELOPEMENT AUTHORITY (BDA) WEST Division** invites Proposals to provide the following Consulting Services:

Project Management Consultancy Services for the work of “Construction of RCC Drain, Formation of Roads, Development of Parks in Sir M Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir M Vishveshwaraiah Layout 7th to 9th Blocks&Comprehensive Developments in 1st, 2nd & 8th Block of Sir M Vishveshwaraiah Layout”.

More details on the Services are provided in the attached Terms of Reference.

1. The Consultant will be selected under Quality & Cost Based Selection (QCBS) procedures described in this RFP.
2. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

Yours sincerely,
Sd/-
Executive Engineer
West Division

SECTION 2

INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet and per the approved TOR, Section 5 of this document. The Technical Proposal will be evaluated as per the criteria subject to fulfillment of technical qualifications and financial offers of only those consultants would be opened whose Technical Proposal is found responsive. The award of services would be made to the lowest evaluated Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para.1.7.1(a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- (d) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub Para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

Earnest Money

1.11 The consultants are requested to submit EMD of Rs.2,00,000/- (Rupees Two Lakhs Only) along with the Technical Bid.

Any tender not accompanied by an acceptable earnest money deposit and not secured in the payment modes as indicated below shall be rejected by the Client as non responsive

- ❖ The earnest money deposit of unsuccessful tenderers will be returned within 30 days from the end of the tender validity period specified in Sub-Clause 3.1 of information to consultants.
- ❖ The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- ❖ The Earnest Money Deposit may be forfeited:
 - a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) furnish the required Security deposit

The Consultant shall pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The supplier/contractor/firms bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank.

EMD amount will have to be submitted by the supplier/contractor/firms taking into account the following conditions:

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Contractors to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of "e-Procurement , Government of Karnataka" and submit to ICICI Bank before bid submission time and update the transaction reference in e-Procurement portal.

For details on e-Payment services refer to e-procurement portal for more details on the process.

Eligibility Criteria

1.12 To qualify for award of this contract, the Consultant in its name should have in the last five years i.e.,(2021-22 to 2025-26).

- (a) Achieved in at least **TWO Financial Years**, a minimum financial turnover of **Rs.140.00Lakhs** from Consultancy Services which are Civil in Nature.
(The value of the Financial Turnover of previous years will be given a weightage of 10 % per year to bring them to the price level of the FY in which the tender are invited).
The certified copies of the Audit Report, Balance Sheet, Profit and Loss Statement, etc by a Chartered Accountant shall be furnished.

- (b) Completed successfully at least **ONE** Consultancy Services in Construction Supervision/Project monitoring of Road Projects of Formation of roads, including asphaltting, Construction of RCC side drains, RCC cross drainage, etc., having Civil work value of not less than **Rs.3500.00 Lakhs** during past five years.
(The value of the completed works will be given a weightage of 10 % per year to bring them to the price level of the current FY in which the tenders are invited).
- (c) Shall have minimum 5 years of experience in consultancy services (Credentials obtained from the client not below the rank of Executive Engineer shall be furnished indicating the work done and the consultancy fee obtained for such projects.)
- (d) The Consultant shall have a **Full Fledged NABL / MoRTH Accredited Laboratory** with all the relevant equipments with necessary qualified staff to conduct all the laboratory tests of the road project as per the MoRTH Specifications/IRC Guidelines/IS Codes/relevant codes.

Even though the Consultants meet the above qualifying Criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as non-performance as per the terms of reference in the previous contracts, abandoning of the consultancy services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc
- c) Participated in the previous bidding or the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Client

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) Joint Venture is not allowed for the assignment
 - (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it
 - (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position
 - (vi) Generally, the replacement of Key Personnel will not be allowed. However, in exceptional cases, the replacement would be permitted to the extent of maximum 25% personnel at every level during the period of services with the permission of the Client
 - (vii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.
 - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
 - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence

(perdiem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), PMS App Charge, office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 3.7 Consultants shall express the Lump sum price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The Consultants shall access tender documents, fill them and submit the completed tender documents as stated through website of e-procurement itself (**www.kppp.karnataka.gov.in**). The scanned copies of the required qualification information documents (**Only relevant documents required for evaluation shall be submitted**) to be submitted along with EMD shall be attached to the e-tender document, failing which the bid will not be considered.
- 4.2 It is the responsibility of the consultant to submit all the documents pertaining to Eligibility criteria/Qualification information (Only relevant documents required for evaluation shall be submitted) with due diligence. No physical documents shall be considered. The Tender must be submitted through e-procurement portal **<https://kppp.karnataka.gov.in>** Helpdesk No:- +91 80 46010000 , +91 80 68948777.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned un-opened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark,

indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.5 The Financial Proposals shall be opened in KPP Portal in the mentioned dates.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 Points. The financial scores (Sf) of other financial proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = The weight given to the Financial Proposal; T+P = 1) indicated in the Data Sheet.: $S = St \times T \% + Sf \times P \%$. The Consultant achieving the highest combined technical/financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (Para 5.3)
- 7.2 The Consultant shall enter into agreement and commence the assignment on the date specified in the Data Sheet.

8. PERFORMANCE GUARANTEE & PERFORMANCE CLAUSE

8.1 Performance Guarantee:

8.2 Performance Clause:

Consultants shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Construction of work in accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Consultant in notifying to BDA and the Contractor on non-compliance of the provisions of the Contract Agreement and other schedules by the Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

- 8.3 In the event of non-performance by the Consultant, BDA will retain the right to encash the Performance Guarantee.
- 8.4 In case of non-performance & encashing of performance Guarantee amount equivalent to 10% of contract amount, further the BDA will blacklist such firms in future.

9. CONFIDENTIALITY

- 9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Clause Reference

BENGALURU DEVELOPEMENT AUTHORITY (BDA)

Client Details:

The client's address is :

Executive Engineer, BDA West Division.

Executive Engineer (West Division), Gnanbharati Layout, BM Road, Kengeri,

Metro Pillar No-594 Opposite, BDA, Bengaluru 560060.

Clarification, information, submission of proposal and/or all correspondence to be sent to the above address.

1.1 The method of selection is: Quality & Cost Based Selection (QCBS)

A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are:

Project Management Consultancy Services for the work of “Construction of RCC Drains, Formation of Roads, Including Road No.1st, 2nd, 6th, 7th, 8th & 9th Block, Development of Parks, Further Extension in Sri. M Vishveshwaraiah Layout & Comprehensive Developments in 1st, 2nd& 8th Block of Sir.M. Vishveshwaraiah Layout”.

The Assignment is phased: **No**

1.2 A pre-proposal conference will be held: Yes

Date : **Refer portal**

Time : **Refer portal**

Venue : T Chowdaiah Road, Kumara park West, Bangalore
Development Authority, Bangalore-560020

The Client representative is: The Executive Engineer, BDA West Division, Bangalore-560 060
The name(s), address(es), and telephone/numbers of the Client's Official(s) are: PhNo.

The Client will provide the following inputs: As detailed in Section-5 of Terms of Reference (ToR).

1.3 The Client envisages the need for continuity for downstream work: **No**

1.4 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to: **as mentioned in e-portal**

The address for requesting clarifications is: Executive Engineer,
BDA West Division Bengaluru – 560 060
email:bdawestee@gmail.com

3.1 Proposals should be submitted in the following language(s): English

3.2(i) Shortlisted Consultant may associate with other shortlisted Consultant: No

(ii) The estimated number of key professional staff months required for the assignment is:

Sl No	Key Staffs
PART-I – Proof Checking	
1	Highway Engineer
2	Construction / Civil Engineer
PART-II Project Management & Construction Supervision (a) Key Personnel	
1	Team Leader Engineer
2	Environment Engineer/Water supply Engineer
3	Quality control Engineer

(b) Other professional staff	
4	Quantity Surveyor
5	Site Engineer

(iii) The minimum required experience of proposed key professional staff is: As indicated in ToR.

(iv) Reports which are part of the assignment must be written in the following language: **English**

(v) Training is an important feature of this Assignment: No

(vi) Additional Information in the Technical Proposal includes: Nil

3.3 Proposals must remain valid for 90 days after the submission of Last date i.e. **until:as mentioned in portal**

4.1 Consultants must submit the proposals on e-proc portal of Government of Karnataka

4.2 The proposal submission address is:The Executive Engineer, BDA West Division, Bengaluru

4.3 Proposals must be submitted no later than the following date and time:

As mentioned in portal

5.1 The address to send information to the Client is: The Executive Engineer, BDA West Division, Bengaluru

5.2 The number of points to be given under each of the evaluation criteria are:

S.N.	Particular	Points
1	Financial Turn over	25
2	Specific experience of the consultants related to the Assignment (Similar nature of work)	25
3	Adequacy of the proposed work plan and methodology in responding to the TOR	20
4	Past experience (previous 5 years)	20
5	Fully Fledged NABL / MORTH Accredited Laboratory	10
	Total Points	100

The minimum technical score required to pass is : 75 Points

5.3 The formula for determining the financial scores is the following: **$S_f = 100 \times F_m/F$** in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration

The weight given to the Technical and Financial Proposals are:

T = 0.50, and P = 0.50

6 The address for negotiations is: The Engineer Member, BDA, Bengaluru.

7 The Consultant shall enter into agreement within **20 Days** from the date of receipt of the Letter of Acceptance. The Assignment is commenced from the date of agreement.

SECTION 3

TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal Submission Form.
- 3B. Consultant's References.
- 3C. Comments and Suggestions on the Terms of Reference and on Data Services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and Task Assignments.
- 3F. Format of Curriculum Vitae of proposed Key Professional Staff
- 3G. Time Schedule for Professional Personnel.
- 3H. Activity (work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

To: The Executive Engineer (West Division)
Gnanbharati Layout, BM Road,
Kengeri, Metro Pillar No-594, Opposite,
BDA, Bengaluru 560060

Sir/Madam:

Subject: Project Management Consultancy Services for Construction of RCC Drain, Formation of Roads, Development of Parks in Sir M Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir M Vishveshwaraiah Layout 7th to 9th Blocks & Comprehensive Developments in 1st, 2nd & 8th Block of Sir M Vishveshwaraiah Layout.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal and our Proposal (Technical Proposal). We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

FORM 3A-1**Details of Applicant (Consultant)**

1	1. (a) Name :		
	(b) Country of incorporation:		
	(a) Address of the corporate headquarters and its branch office(s), if any, in India:		
	(b) Date of incorporation and/or commencement of business:		
2	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.		
3	Details of individual (s) who will serve as the point of contact / communication within the Company: (a) Name : (b) Designation : (c) Company : (d) Address : (e) Telephone Number : (f) E-Mail Address : (g) Fax Number :		
4	Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant: Name : Designation : Address : Phone No. : Fax No. : E-mail :		

FORM 3A-2

SPECIFIC EXPERIENCE OF THE CONSULTANTS RELATED TO THE ASSIGNMENT

(To be filled in by the Applicant)

NAME OF THE CONSULTANT:

Sl No	Professional Experience (in Years)	Reference from Previous Employer (Form-3B)	Specific experience in Road Projects. (Total No of Projects)	Experience in supervision of Road (Total Lane Km)	Experience in supervision of Road (Total Project Cost)	Experience in India (Years)	Experience in Karnataka (Years)
1	2	3	4	5		6	8
1							
2							
3							
4							

Note: Details shall be furnished with due diligence with reference to the documents submitted with the proposal.

FORM 3A-3

Details of Personnel to be Deployed by the Consultant

(To be filled in by the Applicant)

S N	NAME	Professional Qualificati on. ME/BE/D iploma in Civil Engineeri ng	Professio nal Experienc e- in (Years)	Specific experience in roadwork/ Water supply projects (Years)	Experien ce in supervis ion of road works/w atersup ply	Experie nce in India (Years)	Experien ce in the Region/ Languag es known	Experien ce in supervisi on of road works/w ater supply work	Referen ce to CVs(Form 4F) / Para and Page No.
1	2	3	4	5	6	7	8	9	10
PROOF CHECHING									
1	PAVEMENT ENGINEER								
1									
2	CONSTRUCTION ENGINEER								
1									
2									
PROJECT MANAGEMENT & CONSTRUCTION SUPERVISION									
1	TEAM LEADER								
1									
2	ENVIRONMENT / WATER SUPPLY ENGINEER								
1									
3	QUALITY CONTROL ENGINEER								
1									
OTHER PROFESSIONAL STAFF									
4	QUANTITY SURVEYOR								
1									
5	SITE ENGINEER								
1									
2									
3									

*Add Rows as required

Note:

1. The Attested copies of Qualification Certificates and experience certificates of Key professionals shall be attached along with their CV's and uploaded in tender document.
2. Details shall be furnished with due diligence with reference to the documents submitted with the proposal.
3. The Consultant shall propose different Key Personnel for each Package.

FORM 3A-4

Self Assessment of the Applicant

(The Consultants who have carried out PMC Services under BD need to be filled up this form mandatorily)

NAME OF THE CONSULTANT:

Sl No	Technical Approach to the Project	Whether required number of Key Personnel and Other Staff were deployed for the project	Availability of established full fledged Laboratory (Civil Works Only)	Whether Quality Control Tests were Conducted in accordance with the ToR	Timely Submission of Reports to the Department	updating daily progress report on PMS along with quality control test results, Photos	Whether satisfactory supervision is done for quality work.	Consultants' remarks / opinion about the project.
1	2	3	4	5	6	7	8	9

Note:

1. The Consultant who furnish the **false or misleading statements** will be disqualified without assigning any reason
2. Details shall be furnished with due diligence

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY
THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Authorized Signature

CONSULTANT'S NAME:

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

Authorized Signature

CONSULTANT'S NAME

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task	Reference to CV and Page No.
1.				
2.				
3.				
4.				
..				
..				
..				

2. Support Staff

Sl. No.	Name	Position	Task	Reference to CV and Page No.
1.				
2.				
3.				
4.				
..				
..				
..				

Authorized Signature

CONSULTANT'S NAME

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

	Date:
<i>[Signature of staff member and authorized representative of the Consultant]</i>	<i>Day/Month/ Year</i>

Full name of staff member:_____

Full name of authorized representative:

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*															Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1																			Subtotal (1)
2																			Subtotal (2)
3																			Subtotal (3)
4																			Subtotal (4)

Full Time: _____

Part time: _____

Reports Due: _____

Activities Duration: _____

* The Schedule should be for the period of completion of assignment Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

Sl. No	Item of Activity (Work)	Monthwise Program (in form of Bar Chart) ++										
		1	2	3	4	5	6	7	8	9	10	11
1												
2												
3												
4												

++ The Program should be period of completion of assignment.

SECTION 4.

FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.
- 4C. Breakdown of Costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant) TO: Executive Engineer (West Division) BDA
Gnanbharati Layout, BM Road, Kengeri, Metro
Pillar No-594 Opposite, BDA, Bengaluru 560060.

Sir/Madam:

Subject: Project Management Consultancy Services for Construction of RCC Drain, Formation of Roads, Development of Parks in Sir M Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir M Vishveshwaraiah Layout 7th to 9th Blocks & Comprehensive Developments in 1st, 2nd & 8th Block of Sir M Vishveshwaraiah Layout.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal and our Proposal (Financial Proposal). Our attached financial proposal is for the sum of Rs._____.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

S.N	Description @		Amount (Rs)
I	Remuneration for Key Professional Staff		
II	Supporting Staff		
III	Transportation		
IV	Duty Travel to Site		
V	Office Rent		
VI	Office Supplies, Utilities and Communication		
VII	Office Furniture and Equipment		
VIII	Reports and Document Printing		
IX	Surveys		
TOTAL COST (Excluding GST)		Rs	

Note:

- 1. The Amount quoted by the consultant shall be deemed to be inclusive of all taxes, excluding GST that the Consultant will have to pay for the performance of this Consultancy assignment. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.**
- 2. GST shall be paid to the agreed amount separately by the Employer.**
- 3. The ceiling cost of the consultancy and its percentage to the total project cost is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.**

@ Modify the items as appropriate for the consultancy assignment.

Authorised Signature

4C. BREAKDOWN OF COSTS

I. REMUNERATION FOR STAFF Amount in Rupees

No.	Position	Name	Rate*(Rs.)	SM	Amount(Rs)
Key Professional Staff					
1					
2					
3					
4					
5					
6					
Sub Total					
Key Personals Staff					
1					
2					
3					
4					
5					
6					
Sub Total					
TOTAL					

SM=Staff Month.

II. Supporting Staff

No.	Position	Name	Rate*(Rs.)	SM	Amount(Rs)
1					
2					
3					
4					
5					
6					
Total					

*Provide the breakup of the rates to show the basic salary, social costs and overhead.

Authorised Signature

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable)*

Total:

*Prepare details as appropriate for the consultancy assignment.

Office Supplies, Utilities and Communication

VI. (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1				
2				
3				
4				
	TOTAL :			

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

VII. Reports and Document Printing

IX. Topographical Surveys (if any)*

*Prepare details as appropriate for the consultancy assignment

Authorised Signature

SECTION 5. TERMS OF REFERENCE

1. Background
2. A Concise Statement Of Objectives
3. An Outline Of The Tasks To Be Carried Out
4. Duties, Functions And Responsibilities Of Key Personnel
5. Schedule For Completion Of Tasks
6. Data, Services And Facilities To Be Provided By The Client
7. Construction Supervision Manual
8. Final Outputs (I.E., Reports, Drawings, Etc.) That Will Be Required Of The Consultant
9. Composition Of Review Committee To Monitor Consultants Work
10. Composition Of Review Committee To Monitor Consultants Work
11. Evaluation Of Cv's
12. Key Professionals
13. Payment Schedule
14. Action When Key Personnel Are Not Provided
15. Penalty For Failure To Render Satisfactory Service By The Consultant
16. Accountability

TERMS OF REFERENCE

1. Background

BDA has embarked upon the

1) Project Management Consultancy Services for Construction of RCC Drain, Formation of Roads, Development of Parks in Sir M Vishveshwaraiah Layout 1st to 6th Blocks and further extension Sir M Vishveshwaraiah Layout 7th to 9th Blocks.

2) Comprehensive Developments in 1st, 2nd & 8th Block of Sir M Vishveshwaraiah Layout.

BDA to implement the said Projects is desirous of appointing professional organizations, competent in their respective fields for the purpose of execution of their projects at different locations.

Works

The Construction works include but not limited to:

- Construction of Embankment and/or Sub-grade
- Reconstruction of Pavement Layers to the specified lane width
- Widening the existing carriage way to the specified lane width and construction of Pavement Layers in widened portion and strengthening of the entire Carriageway
- Widening the existing carriage way to the specified lane width and construction of Pavement Layers in widened portion and resurfacing of the entire Carriageway
- Widening the existing carriage way to the specified lane width and construction of Pavement Layers in widened portion and strengthening of the entire Carriageway
- Strengthening of the existing carriageway
- Resurfacing of the existing carriageway
- Construction of Rigid Pavements
- Construction of Cross Drainages or Widening of existing Cross Drainages or Buildings
- Construction of Bridges
- Construction of Protective Works
- Construction of Kacha and Pucca Drains
- Providing Road Signages, Road Markings, Road Furnitures, etc
- Traffic management / Maintenance of diversion Road
- Allied Civil Works

The DPRs for the works have been prepared in-house. The packages will be procured under National Competitive Bidding on open tender basis and the stipulated period for completion of the Project

2. A Concise statement of Objectives:

- a. Services shall consist of Project Monitoring and Quality Assurance of the projects
- b. To ensure high quality of construction with full compliance to the Engineering Designs & Drawings, Technical Specifications as per conditions of contract within the time schedule
- c. To monitor construction mobilization activities.
- d. To assist in taking remedial measures to avoid slippages, cost over-run, delays by the contractor, etc.

- e. To ensure safety during construction and adherence to all Environment Management Regulations prescribed under the contract
- f. To ensure that adequate Contract Administration is achieved.

3. An outline of the Tasks to be carried out

The services and the scope of work includes but not limited to :

- I. Consultant shall represent the interest of the Government of Karnataka in general and BENGALURU DEVELOPEMENT AUTHORITY(BDA) in particular for the packages in any manner related to the construction contract and proper execution thereof
- II. To assist the client in implementation of Project from the stage of grounding of the execution work by the construction agency to the stage of successful completion of work through the construction agency employed for the execution of work
- III. The Consultant shall interact and co-ordinate regularly with the Client, Govt. authority, Local bodies, etc.
- IV. The Consultant shall convene a meeting of construction agency to discuss, prepare and finalize work programme prior to the commencement of work or revisions during the progress of the work keeping the interest of the Client
- V. The Consultant shall furnish to the construction agency, all necessary topographic survey data as required for setting out of all permanent and temporary works
- VI. The Consultant shall Plan, schedule and implement construction programs to complete the project in time
- VII. The Consultant shall be responsible for completion of project as per scheduled time stipulated in agreement with the construction agency
- VIII. The Consultant shall document all project related matters, including minutes of different meetings
- IX. Preparation of periodical reports relating to time, cost and quality
- X. The Consultant shall be responsible for overall monitoring of the construction and shall be available at site everyday for Supervision & co-ordination of site work
- XI. The Consultant shall be responsible to deploy requisite number of qualified and experienced Engineers at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per specifications and standards.
- XII. The Consultant shall inspect and certify the quality of materials available at the source for usage on the specified work as per tender conditions/ specifications.
- XIII. Consultant shall assess the adequacy of the Men, Materials and the Machineries available at the work site provided by the construction agency for execution of the project(s), his method of execution in relation to the rate of progress and regularly update informations regarding the availability of Men, Materials and Machineries (including the condition of equipments) and take necessary action for expediting the required progress of the work. The Consultants shall properly appraise the department of the situations at site on a day-to-day basis
- XIV. Consultant shall inspect, report and certify all the installations of the construction agency i.e. Quarry, Crusher, Hot Mix Plant, Pug Mill Site, Quarters, Site Office, Permanent Laboratory with full fledged testing equipments, Temporary Laboratory, Mobile Laboratory and Ware Houses and evaluate to ensure compliance with the terms

and conditions of the contract and as per the specifications. A detailed report shall be attached in this regard explaining its adequacies, deficiencies, etc to the Client as and when the situation warrants or in the monthly report

- XV. The Consultant shall conduct the Original Ground Level (OGL) survey and setting out along with the construction agency and the Engineer-in-charge with prior intimation to the Client and certify in this regard
- XVI. The Construction agency shall conduct required number of Quality Control (QC) tests (as per MoRTH Specifications Revision IV or Revision V as the case may be) to check the suitability of the construction materials from the Departmental Laboratories or The Engineering Colleges or Any Reputed Private Laboratories or in the Permanent Laboratory established by the construction agency. The samples of the construction materials for testing shall be obtained as per the relevant IRC/IS Standards or as per the established sampling procedures. The Consultant shall present at the time of collection of samples for testing, certify that the true and representatives samples have been collected and report to the Client to this effect. The Consultant shall verify and conform the results procured by the construction agency by conducting additional 10% sample tests (as per MoRTH Specifications Revision IV or Revision V as the case may be) in its laboratory, certify and report to the Client (Attested Copies of the QC tests shall be attached in the report)
- XVII. The construction agency shall conduct 100% Quality Control tests (as per MoRTH Specifications Revision V (or Revision IV as the case may be)) at the prescribed frequency during the construction. The tests shall be conducted by the construction agency under the supervision of the consultant either in the laboratory established by the construction agency or at the work site as the case may be. The Consultants shall verify and sign all the tests conducted by the construction agency as a token of supervising the same.
- XVIII. The Consultant shall issue non-conformance letter to the construction agency when the quality of the construction materials or the workmanship does not conforms to the requirements with a copy to the Engineer-in-charge and to the Client. The construction agency shall rectify the defects and again required tests shall be conducted in the presence of the Consultant.
- XIX. The Consultant shall responsible for all the tests conducted by the construction agency
- XX. The construction agency shall obtain the Design Mix wherever necessary from the Departmental Laboratories or The Engineering Colleges or Any Reputed Private Laboratories or in the Permanent Laboratory established by the construction agency. The Consultants shall verify, certify and report the Design Mix obtained by the construction agency
- XXI. The Consultants shall conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship (as per MoRTH Specifications Revision V(or Revision IV as the case may be)). The Consultants shall **PASS** each layer of the Pavement (Stage Pass) or each stage in the construction of Cross Drainages or buildings. The Consultant shall issue Stage Pass Certificate to the construction agency and copy shall be marked to the local KPWD Sub-Division and Division and shall be included in the monthly report submitted to the Client. The Consultant shall not allow the construction agency to proceed with the execution of the further work without obtaining the Stage Pass Certificate from him

- XXII. The Consultant shall establish a Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works. The Consultant shall have Mobile Laboratory/Laboratories to carry out its mandatory additional 10% QC tests apart from the Permanent Laboratory and the Temporary Laboratory
- XXIII. The Consultant shall fix and report the photo points before the commencement of the work
- XXIV. The Consultant shall take photographs or video graphs at the designated photo points (2 to 3 points in each Kilometer and at important points in consultation with the Engineer-in-charge) before commencement of work, during the progress of the work at different stages and upon completion of the work and upload the photographs or video graphs with proper description in the Project Monitoring System (PMS) of theBDA
- XXV. The Consultant shall draw the minutes of the work going on everyday including the work done, stoppage of work due to non-procurement of required materials, men and machineries by the construction agency, breakdown of machineries, strike, rain, or due to any other reasons and keep the record in this regard and submit to the Client through the Monthly Report .
- XXVI. The Consultant shall propose and recommend with a detailed report to the Client, the changes in the quantities of the item in the contract agreement or the extra items and changes in the scope of work if any, including its effect on the contract amount and the project completion
- XXVII. The Consultant shall verify and recommend the revised work programme if any submitted by the construction agency duly citing the reasons thereof
- XXVIII. The Consultant shall provide necessary advices and compliances to the department on construction agency's possible claims, etc
- XXIX. The Consultant shall inform the Client of any potential problems that may arise in connection with the works contract and make recommendations for possible solutions
- XXX. The Consultant shall depute Technical personnel at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so that adequate supervision of work / quality of material is ensured at all times during the progress of work.
- XXXI. The Consultant shall provide assistance to the representatives of the Client / Construction agency relating to ground survey control, markings, Quality Control testing and progress of the project.
- XXXII. The Consultant shall offer the professional advice to the Client or shall make arrangements to obtain the advice from the competent institutes whenever such a situation warrants
- XXXIII. The Consultant shall document the progress or performance of the work, inspection of Various Officers through Photos, Videos and other written documents
- XXXIV. The Consultant shall maintain Site Order Book at the Site to take down the instructions of the Inspecting Officers and shall obtain the written confirmation of the site instructions thereafter and get the work done accordingly.
- XXXV. The Consultant shall ensure that all instructions to the construction agency will be issued in the form of letter written by Engineer in charge or the Inspection Authority. It will be the Consultant responsibility to regularize all verbal instructions given by competent authority in unavoidable circumstances by obtaining written confirmations/ratifications.

- XXXVI. The Consultant shall ensure that extra/deviated items are not executed unless approved by the Client. A register for extra/substituted items shall be maintained by the Consultant.
- XXXVII. The Consultant shall prepare the draft Inspection Reports of the officers from the Client Department in consultation with the Engineer-in-charge and submit for approval of the competent authority
- XXXVIII. The Consultant shall prepare the Technical Reports or make arrangements to obtain the same from the competent institutions whenever necessary and submit to the Client for approval
- XXXIX. The Consultant shall maintain the log book of construction machinery / man power deployed by the construction agency indicating its adequacy, the idle period if any, the condition of the machineries, etc., and adequately document the same and report to the Client on weekly basis
- XL. The construction agency shall prepare the bill for payment at the end of the each month for the work executed during the month and submit to the Consultant for verification.
- XLI. The Consultant shall verify the quantities and items for which the construction agency has claimed with respect to the original BOQ or Revised BOQ as the case may be and shall undertake scrutiny of measurements and certify the bill for making payment and the submit the bill to Zonal office for check measurements with the following Documents
- Report accompanying the bill
 - Certificate that the work conforms to the requirements and executed as per the specifications
 - QC tests reports conducted by the construction agency on materials and during construction
 - QC tests reports conducted by the Consultant on materials and during construction
 - Design Mix procured by the construction agency and Design Mix verified by the Consultant
 - Stage Pass Certificates
 - Relevant Photographs/Videographs/Inspection Notes/Technical Reports/Etc
- XLII. The Consultant shall prepare and recommend for approval the working Drawing and shall execute the work as per the approved working Drawing
- XLIII. The Consultant shall prepare as-built drawings for the works executed by the construction agency and submitted to the Client for approval
- XLIV. The Consultant shall ensure that adequate safety measures are taken to protect lives/ property during execution of works including barricading as per relevant IRC standards and MORTH specifications for safety of traffic plying on the stretch of road where works are in progress OR during night times
- XLV. The Consultant shall carryout necessary inspections, supervise any remedial works needs to be carried out, prepare a snag list (Balance Works to be done) if any and assist the Client in issuing the Completion Certificate of the work
- XLVI. The Consultant shall bring to the notice of the Client any shortfall in the progress of the work (Both Physical and Financial Progress), examine the reasons for the shortfall, suggest necessary remedial measures to make good the shortfall within a reasonable time frame to avoid extension of stipulated construction period.

- XLVII. The Consultant shall attend/arrange the Liaison meetings to be held on weekly basis by the Superintending Engineer / Executive Engineers concerned along with field engineers of the department and the construction agency to sort out issues if any viz problems at site / financial matters, etc
- XLVIII. The Consultant shall provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference
- XLIX. The Consultant shall review the specifications for investigation work to be done by the Construction agency and advise the Client for its adequacy.
- L. The Consultant shall deploy necessary competent and experienced design office professionals to support the project management team as and when required.
- LI. The Consultant shall be fully responsible for the soundness, correctness and adherence to specification of all works executed assuring responsibility of soundness of designs and the conformity of the work to the approved plans, designs and specifications as per provisions and terms of contract agreement with the construction agency.
- LII. The Consultant shall conduct weekly progress review meeting and identify the activities falling short of progress, areas of concern and suggest remedial measures to make up the progress.
- LIII. The Consultant shall issue and enforce check-list for day-to-day monitoring of the works. The Consultant shall assist post construction consultancy services such as assisting in finalizing the final bill, settlement of claims, etc.
- LIV. The Consultant shall provide necessary periodical assistance during Contract / Construction Period by way of conducting periodic inspection, prepare inspection reports and advising contractors to attend to the rectifications indicated in the inspection report.
- LV. The Consultant shall assist the Client in making power point presentations regarding the project as and when necessary.
- LVI. The Consultant shall carry out joint inspection before the end of Contract / Construction Period and advice on remedial measures for defects discovered if any, and to assist the Client in issuing Work Completion Certificate
- LVII. The Consultant shall ensure that all observations and instructions indicated during the periodic visits of the various inspecting officers of the Department are attended by the contractor.
- LVIII. Consultant shall provide all details of progress achieved vis-a-vis. The accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the Consultant, the Consultant shall report to the Client with all the facts and figures including reasons for such repeated slippages in progress. The Consultant shall assist the Client in issuing notices to the Contractor for wiping off the accumulated shortfall within a reasonable time frame. The Consultant shall also work out the penalties imposable as per the agreement and intimate the Client for taking necessary action.
- LIX. The Consultant shall prepare "as built" drawings of all the works carried out by the construction agency and to furnish the same to the Client duly certified both in physical and digital form.
- LX. The Consultant shall prepare and submit to the Client the Revised Estimate as and when each work is completed by taking into account the actual quantities and items executed

- LXI. The Consultant shall verify the engagement of the labours by the construction agency as per the provisions of the Labour Act. The Consultant shall also verify the Insurance made by the construction agency towards the work and its labour.
- LXII. The Consultant shall provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

4. Duties, Functions and Responsibilities of Key Personnel

A. Team Leader

- a) Review and recommend for approval, the construction agency's work schedule or revisions if any when the work is under progress to the Client
- b) Inspect and certify the quality of materials available at the source for usage on the specified work as per tender conditions/ specifications.
- c) Assess the adequacy of the Men, Materials and the Machineries available at the work site provided by the construction agency for execution of the project(s), his method of execution in relation to the rate of progress and regularly update informations regarding the availability of Men, Materials and Machineries (including the condition of equipments) and take necessary action for expediting the required progress of the work.
- d) Properly appraise the department of the situations at site on a day-to-day basis
- e) Inspect, report and certify all the installations of the construction agency i.e. Quarry, Crusher, Hot Mix Plant, Pug Mill Site, Quarters, Site Office, Permanent Laboratory with full fledged testing equipments, Temporary Laboratory, Mobile Laboratory and Ware Houses and evaluate to ensure compliance with the terms and conditions of the contract and as per the specifications.
- f) Conduct the Original Ground Level (OGL) survey and setting out with Construction agency and the Engineer-in-charge with prior intimation to the Client and certify the quantities
- g) Conduct required number of Quality Control (QC) tests to check the suitability of the construction materials
- h) Collect the samples of the construction materials for testing as per the relevant IRC/IS Standards or as per the established sampling procedures and certify that the true and representatives samples have been collected and report to the Client to this effect.
- i) Verify and sign all the tests conducted by the construction agency as a token of supervising the same.
- j) Obtain the Design Mix wherever necessary and verify, certify and report to the Client
- k) Issue non-conformance letter to the construction agency when the quality of the construction materials or the workmanship does not conforms to the requirements with a copy to the Engineer-in-charge and to the Client. Again, the tests shall be conducted after rectification
- l) Responsible for all the tests conducted by the construction agency
- m) Conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship
- n) **PASS** each layer of the Pavement (Stage Pass) or each stage in the construction of Cross Drainages.
- o) Issue of Stage Pass Certificate to the construction agency
- p) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works

- q) Fix and report the photo points before the commencement of the work
- r) Take photographs or video graphs at the designated photo points (2 to 3 points in each Kilometer and at important points in consultation with the Engineer-in-charge) before commencement of work, during the progress of the work at different stages and upon completion of the work and upload the photographs or video graphs with proper description
- s) Draw the minutes of the work going on everyday including the work done, stoppage of work due to non-procurement of required materials, men and machineries by the construction agency, breakdown of machineries, strike, rain, or due to any other reasons and keep the record in this regard and submit to the Client through the Monthly Report
- t) Prepare and submit Monthly/Quarterly Progress Report on the progress of work, the performance of the contractor, quality of works and the financial status of the project
- u) Propose and recommend with a detailed report to the Client, the changes in the quantities of the item in the contract agreement or the extra items and changes in the scope of work if any, including its effect on the contract amount and the project completion
- v) Verify and recommend the revised work programme if any submitted by the construction agency duly citing the reasons thereof
- w) Provide necessary advices and compliances to the department on construction agency's possible claims, etc
- x) Inform the Client of any potential problems that may arise in connection with the works contract and make recommendations for possible solutions
- a) Inspect the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) to check the efficacy of its functioning
- y) Depute the Technical Personnel at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so as to effectively monitor the production of the mix as per the Design Mix to ensure quality of material shall be used at all times
- z) Provide assistance to the representatives of the Client / Construction agency relating to ground survey control, markings, Quality Control testing and progress of the project
- aa) Offer the professional advice to the Client or shall make arrangements to obtain the advice from the competent institutes whenever such a situation warrants
- bb) Document the progress or performance of the work, inspection of Various Officers through Photoes, Videos and other written documents
- cc) Maintain Site Order Book at the Site to take down the instructions of the Inspecting Officers and shall obtain the written confirmation of the site instructions thereafter and get the work done accordingly
- dd) Prepare the draft Inspection Reports of the officers from the Client Department in consultation with the Engineer-in-charge and submit for approval of the competent authority
- ee) Prepare the Technical Reports or make arrangements to obtain the same from the competent institutions whenever necessary and submit to the Client for approval
- ff) Maintain the log book of construction machinery / man power deployed by the construction agency indicating its adequacy, the idle period if any, the condition of the machineries, etc., and adequately document the same and report to the Client on weekly basis
- gg) Verify the quantities and items for which the construction agency has claimed the Bill with respect to the original BOQ or Revised BOQ as the case may be and shall undertake

scrutiny of measurements and certify the bill for making payment and the submit the bill to Zonal Office for check measurements with the following Documents

- hh) Prepare the working Drawing and shall execute the work as per the approved working Drawing
- ii) Prepare as-built drawings for the works executed by the construction agency and submitted to the Client for approval
- jj) Ensure that adequate safety measures are taken to protect lives/ property during execution of works including barricading as per relevant IRC standards and MORTH specifications for safety of traffic plying on the stretch of road where works are in progress OR during night times
- kk) Carryout necessary inspections, supervise any remedial works needs to be carried out, prepare a snag list (Balance Works to be done) if any and assist the Client in issuing the Completion Certificate of the work
- ll) Bring to the notice of the Client any shortfall in the progress of the work (Both Physical and Financial Progress), examine the reasons for the shortfall, suggest necessary remedial measures to make good the shortfall within a reasonable time frame to avoid extension of stipulated construction period
- mm) Attend/arrange the Liasion meetings to be held on weekly basis by the Superintending Engineer / Executive Engineers concerned along with field engineers of the department and the construction agency to sort out issues if any viz problems at site / financial matters, etc
- nn) All the Reports and Correspondences with the client should be made by the Team Leader only.
- oo) Verify the engagement of the labours by the construction agency as per the provisions of the Labour Act. The Team Leader shall also verify the Insurance made by the construction agency towards the work and its labour.
- pp) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

B. Key Professional Staff

- a. All the Duties, Functions and Responsibilities of the Team Leader and as delegated to him by the Team Leader

C. Site Engineer

- a) Inspect and certify the quality of materials available at the source for usage on the specified work as per tender conditions/ specifications.
- b) Assess the adequacy of the Men, Materials and the Machineries available at the work site provided by the construction agency for execution of the project(s), his method of execution in relation to the rate of progress and regularly update informations regarding the availability of Men, Materials and Machineries (including the condition of equipments) and take necessary action for expediting the required progress of the work.
- c) Conduct the Original Ground Level (OGL) survey and setting out with Construction agency and the Engineer-in-charge with prior intimation to the Client and certify the quantities
- d) Conduct required number of Quality Control (QC) tests to check the suitability of the construction materials

- e) Collect the samples of the construction materials for testing as per the relevant IRC/IS Standards or as per the established sampling procedures and certify that the true and representatives samples have been collected
- f) Verify and sign all the tests conducted by the construction agency as a token of supervising the same.
- g) Obtain the Design Mix wherever necessary and verify, certify
- h) Issue non-conformance letter to the construction agency when the quality of the construction materials or the workmanship does not conforms to the requirements with a copy to the Engineer-in-charge and to the Client. Again, the tests shall be conducted after rectification
- i) Responsible for all the tests conducted by the construction agency
- j) Conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship
- k) **PASS** each layer of the Pavement (Stage Pass) or each stage in the construction of Cross Drainages.
- l) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works
- m) Fix and report the photo points before the commencement of the work
- n) Take photographs or video graphs at the designated photo points (2 to 3 points in each Kilometer and at important points in consultation with the Engineer-in-charge) before commencement of work, during the progress of the work at different stages and upon completion of the work and upload the photographs or video graphs with proper description
- o) Draw the minutes of the work going on everyday including the work done, stoppage of work due to non-procurement of required materials, men and machineries by the construction agency, breakdown of machineries, strike, rain, or due to any other reasons and keep the record in this regard and submit to the Client through the Monthly Report
- p) Prepare and submit Monthly/Quarterly Progress Report on the progress of work, the performance of the contractor, quality of works and the financial status of the project
- q) Propose and recommend with a detailed report, the changes in the quantities of the item in the contract agreement or the extra items and changes in the scope of work if any, including its effect on the contract amount and the project completion
- r) Verify and recommend the revised work programme if any submitted by the construction agency duly citing the reasons thereof
- s) Provide necessary advices and compliances to the department on construction agency's possible claims, etc
- t) Inform any potential problems that may arise in connection with the works contract and make recommendations for possible solutions
- u) Provide assistance relating to ground survey control, markings, Quality Control testing and progress of the project
- v) Document the progress or performance of the work, inspection of Various Officers through Photos,
- w) Maintain Site Order Book at the Site to take down the instructions of the Inspecting Officers and shall obtain the written confirmation of the site instructions thereafter and get the work done accordingly

- x) Prepare the draft Inspection Reports of the officers from the Client Department in consultation with the Engineer-in-charge and submit for approval of the competent authority
- y) Maintain the log book of construction machinery / man power deployed by the construction agency indicating its adequacy, the idle period if any, the condition of the machineries, etc., and adequately document the same and report
- z) Verify the quantities and items for which the construction agency has claimed the Bill with respect to the original BOQ or Revised BOQ as the case may be and shall undertake scrutiny of measurements and certify the bill for making payment
- aa) Prepare the working Drawing and shall execute the work as per the approved working Drawing
- bb) Prepare as-built drawings for the works executed by the construction agency
- cc) Ensure that adequate safety measures are taken to protect lives/ property during execution of works including barricading as per relevant IRC standards and MORTH specifications for safety of traffic plying on the stretch of road where works are in progress OR during night times
- dd) Carryout necessary inspections, supervise any remedial works needs to be carried out, prepare a snag list (Balance Works to be done) if any and assist the Client in issuing the Completion Certificate of the work
- ee) Bring to the notice of the concerned any shortfall in the progress of the work (Both Physical and Financial Progress), examine the reasons for the shortfall, suggest necessary remedial measures to make good the shortfall within a reasonable time frame to avoid extension of stipulated construction period
- ff) Attend/arrange the Liaison meetings to be held on weekly basis by the Superintending Engineer / Executive Engineers
- gg) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

D. Quality Control Engineer

- a) Inspect and certify the quality of materials available at the source for usage on the specified work as per tender conditions/ specifications.
- b) Collect the samples of the construction materials for testing as per the relevant IRC/IS Standards or as per the established sampling procedures and certify that the true and representatives samples have been collected
- c) Conduct required number of Quality Control (QC) tests to check the suitability of the construction materials
- d) Verify and sign all the tests conducted by the construction agency as a token of supervising the same.
- e) Obtain the Design Mix wherever necessary and verify, certify and report
- f) Issue non-conformance letter to the construction agency when the quality of the construction materials or the workmanship does not conforms to the requirements with a copy to the Engineer-in-charge and to the Client. Again, the tests shall be conducted after rectification
- g) Responsible for all the tests conducted by the construction agency
- h) Conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship

- i) Inspect the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) to check the efficacy of its functioning
- j) Present at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so as to effectively monitor the production of the mix as per the Design Mix to ensure quality of materials shall be used at all times
- k) **PASS** each layer of the Pavement (Stage Pass) or each stage in the construction of Cross Drainages.
- l) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works
- m) Provide assistance to the representatives of the Client / Construction agency relating to Quality Control testing
- n) Carryout necessary inspections, supervise any remedial works needs to be carried out
- o) Attend/arrange the Liaison meetings to be held on weekly basis by the Superintending Engineer / Executive Engineers
- p) Certify the Roughness Index measured prior to commencement of work and after completion of the work
- q) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

E. Quantity Surveyor / Engineer

- a) Assess the adequacy of the Men, Materials and the Machineries available at the work site provided by the construction agency for execution of the project
- b) Conduct the Original Ground Level (OGL) survey and setting out with Construction agency and the Engineer-in-charge with prior intimation to the Client and certify the quantities
- c) Conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship
- d) **PASS** each layer of the Pavement (Stage Pass) or each stage in the construction of Cross Drainages.
- e) Propose and recommend with a detailed report, the changes in the quantities of the item in the contract agreement or the extra items and changes in the scope of work if any, including its effect on the contract amount and the project completion
- f) Verify and recommend the revised work programme if any submitted by the construction agency duly citing the reasons thereof
- g) Provide assistance relating to ground survey control, markings, etc.
- h) Verify the quantities and items for which the construction agency has claimed the Bill with respect to the original BOQ or Revised BOQ as the case may be and shall undertake scrutiny of measurements and certify the bill for making payment
- i) Prepare the working Drawing and shall execute the work as per the approved working Drawing
- j) Prepare as-built drawings for the works executed by the construction agency
- k) Carryout necessary inspections, supervise any remedial works needs to be carried out, prepare a snag list (Balance Works to be done) if any and assist the Client in issuing the Completion Certificate of the work
- l) Bring to the notice of the concerned any shortfall in the physical progress of the work, examine the reasons for the shortfall, suggest necessary remedial measures to make good

the shortfall within a reasonable time frame to avoid extension of stipulated construction period

- m) Attend/arrange the Liaison meetings to be held on weekly basis by the Superintending Engineer / Executive Engineers
- n) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference.

F. Lab Technicians

- a) Collect the samples of the construction materials for testing as per the relevant IRC/IS Standards or as per the established sampling procedures and certify that the true and representatives samples have been collected
- b) Conduct Quality Control (QC) tests to check the suitability of the construction materials
- c) Obtain the Design Mix wherever necessary and verify, certify and report
- d) Conduct additional 10% Quality Control Tests during construction to check the requirements and workmanship and after construction to check the requirements and workmanship
- e) Inspect the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) to check the efficacy of its functioning
- f) Present at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so as to effectively monitor the production of the mix as per the Design Mix to ensure quality of materials shall be used at all times
- g) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works
- h) Provide assistance to the representatives of the Client / Construction agency relating to Quality Control testing
- i) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

G. Lab Assistants

- a) Collect the samples of the construction materials for testing as per the relevant IRC/IS Standards or as per the established sampling procedures
- b) Assist in conducting Quality Control (QC) tests to check the suitability of the construction materials
- c) Assist in checking the Design Mix
- d) Assist in conducting additional 10% Quality Control Tests during construction
- e) Assist in the inspection of the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) to check the efficacy of its functioning
- f) Present at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so as to effectively monitor the production of the mix as per the Design Mix to ensure quality of materials shall be used at all times
- g) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works
- h) Provide assistance to the representatives of the Client / Construction agency relating to Quality Control testing
- i) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

H. Site Assistants

- a) Assist in collection of the samples of the construction materials for testing
- b) Assist in conducting additional 10% Quality Control Tests during construction
- c) Assist in the inspection of the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) to check the efficacy of its functioning
- d) Present at the Hot mix Plant Site / Pug Mill Site / Concrete Batch Mix plant Site (If any) so as to effectively monitor the production of the mix as per the Design Mix to ensure quality of materials shall be used at all times
- e) Establish Temporary Laboratories at each work site with the equipments required to conduct the QC tests of the ongoing nature of works
- f) Provide assistance to the representatives of the Client / Construction agency relating to Quality Control testing
- g) Provide additional services which are incidental to the execution of the work and which are specifically not mentioned in the Terms of Reference

5. Schedule for Completion of Tasks

- a) The time period for the Consultancy Services shall be up to 3 Months after the completion of the entire Project or such other time period as both the Client and Consultant may agree in writing.
- b) The Consultant shall submit a letter to the Client for the extension of time minimum one Month before the expiration of the contract period.
- c) The Client after verification of the progress of the project shall approve the extension of time
- d) It shall be the binding upon the Consultant to carry out the Project Management Consultancy Services up to the extended period of service approved by the Consultant.

6. Data, Services and Facilities to be provided by the Client

- a) The copies of Contract Agreements of all Packages and relevant Project Documents are made available to the Consultant.
- b) Access will be provided to the construction site, construction agency's laboratory, etc. The construction agency establishes and maintains a laboratory including testing equipments, water supply, electricity, cooling / heating equipments which shall be made available for use by the Consultant. Maintenance of the laboratory by the construction agency shall include the cost of water, electricity, and all consumables for testing and any other incidental charges. The construction agency is responsible for carrying out all the necessary tests for quality of soils / materials etc. The Material Engineer / Lab technicians of the Consultant shall be required to monitor lab testing and carry out test checks as necessary to verify compliance with the construction contract.
- c) **Accommodation, Communication and vehicles:**
The Consultant is responsible for making his own arrangements for all his accommodation. The Consultant shall also make his own arrangements for office furniture, equipment, stationeries, photo copiers, communication facilities like telephones, web connections, Facsimiles etc. including maintenance thereof and vehicles for transportation of office staff/ field staff etc., (including operation, maintenance, insurances and repairs thereof). The Team Leader's Office shall be located at Sir M.Vishveshwaraiah Layout, Bangalore.

7. CONSTRUCTION SUPERVISION MANUAL

All the tests are to be conducted as per the Construction Supervision Manual prepared by the Client and will be provided to the Consultant

Construction Supervision Manual has been prepared by the Client for adoption in the execution of its Road Project Work. The same will be made available to the Consultant for adoption of the same. The Construction Supervision Manual is the propriety of the Client and shall not be copied or used elsewhere without the prior permission of the client.

8. Final Outputs (Reports, Drawings, etc.),required to be submitted by the Consultant

The Consultant shall furnish hard/soft copies of the Photographs and Video graphs taken before commencement of the work/during construction and upon completion of the project.

Inception Report (5 Copies)	The Consultant shall submit an Inception Report at the end of first month containing full details of deployment of office and personnel and the time of their mobilization.
Daily updating of Physical and Financial Progress Report on PMS	The Consultant shall update daily Physical and Financial Progress Report on PMS along with Quality Control test results, Photos with necessary enclosures.
Monthly Progress Report (5 Copies)	The Consultant shall not later than the 10th Date of every month submit Progress Report summarizing the component wise progress vis-à-vis targets, - Physical Progress - Financial Progress - Expenditure statement - Problems encountered (administrative, technical or financial) and recommendations to overcome. - Variation orders proposed and approved status of claims or time extensions requested by Contractors - Status of EMP, removal of encumbrances, safety precautions and traffic diversion during construction, - Status of mobilization /development of men, machineries and plants, functioning of Crusher, HMP, WMM plant, Pavers and Rollers - The probable requirement of key materials like bitumen, cement, steel, aggregates for next month and their availability at the end of the month - Attendance sheet of the key and technical personnel deployed by the consultant in the field etc.
Quarterly Progress Report (5 Copies)	The Consultant shall prepare a comprehensive report summarizing all activities as cited above at the end of each Quarter and submit to the Client
Completion Report (5 Copies)	The Consultant shall prepare a comprehensive Completion Report within 30 days of issuance of Completion Certificate. The Report shall summarize all relevant issues pertaining to the package in the format acceptable to the Client.

Final Completion Report (5 Copies)	The Consultant shall prepare a comprehensive final Completion Report within 90 days after issuance of Completion Certificate or before the end of Consultancy assignment.
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9. Procedure for review of Inception Report, Daily updating of PMS, Monthly Report, Quarterly Report, Completion Report, Final Completion Report, Checklist for

A Review Committee comprising of the officers constituted as per Clause 10 of the Terms of Reference review the Inception Report, Daily updating of PMS, Monthly Report, Quarterly Report, Completion Report, Final Completion Report, Deployment of Key Personnel, action to be taken when required number of Key Professional has not been deployed, Checklist for making payment due to non-performance, etc.

The review committee shall also review once in a quarter, the possible reduction in the Key Professionals due to the substantial completion of the work in each road. The Consultant shall make a written submission to the Client in this regard as and when the Consultant feels that a time has come to reduce the Key Professionals. However, the decision of the Client is final and binding upon the Consultant.

10. Composition of Review Committee to Monitor Consultants Work

A Review Committee comprises of the following officers to monitor the Consultant's work as per the Clause 9 of the Terms of Reference

1. Executive Engineer, West Division BDA, Bengaluru.
2. Concerned Superintending Engineer of BDA, Bengaluru.
3. Concerned EE, AEE and AE of BDA, Bengaluru.
4. Concerned Zonal Officers of BDA Divisions and Sub-Divisions

11. Consultant's organization outline and List of Key Professional positions whose CV and experience would be evaluated.

12. KEY Professionals

Sl No	Position	Qualification	(Minimum) Experience in Construction		Requirement
	Proof Checking				
1.	Pavement Engineer	BE-Civil Engineering	10 Yrs	Experience in the field of design of major highways where concrete & bituminous roads were constructed in past Seven Years	2 (One)
2	Construction Engineer	BE-Civil Engineering	10 Yrs	Experience in the field of Construction of Roads, drains, culverts, SWD, RWH, GLSR, OHT etc in past seven years.	1 (Two)
	Project Management & Construction Supervision				
1	Team Leader / Engineer	Master graduate in Civil Engineering	12 Yrs	Experience as Team Leader at least two project management and construction supervision works of Major layout Projects in past 7 years.	1 (One)
2	Environment /Water	BE-Civil Engineering	10 Yrs	Experience as water supply Engineer at least two water supply	1 (One)

	supply Engineer			projects in past 7 years.	
3	Quality Control Engineer	BE-Civil Engineering	10 Yrs	Experience in two major layout Construction Projects in past 7 years.	1 (One)
Other professional staff					
1	Quantity Surveyor	BE-Civil Engineering	5 Yrs	Experience in Quantity Surveyor (Preparation of Bills) of Major Layouts projects in past five years.	1 (One)
2	Site Engineer	BE-Civil Engineering	5 Yrs	Experience in 1 layout projects including Roads, drains, culverts, SWD & UGD works in past three years.	3 (Three)

Note:

- 1. The Consultant shall propose different Key Personnel for each Package.**
- 2. Support Staff (C.V's to be submitted even though not evaluated.)**
- 3. The Attested copies of Qualification Certificates and experience certificates of Key professionals shall be attached along with their CV's and uploaded in tender document.**
- 4. The Consultant shall supplement additional Key professional staff and support staff as per actual site conditions and when the road works are taken up simultaneously.**

13. Payment Schedule

The construction part of the project will be awarded on tender basis (on Item Rate Contract) for the amount of **Rs.69,85,00,000.00 (Rupees Sixty Nine Crore Eighty Five Lakhs Only)** **(This amount is indicative and not to be considered for payment purposes.)**

- The quoted percentage rate shall be exclusive of **Goods & Services Tax (GST)** which shall be payable separately.
- The Consultancy charge will be paid at an agreed percentage on the estimated value of work executed by the construction agency at the sanctioned estimate rate for **ORIGINAL BOQ** item of works. The Value of Work done by the Consultant for **Non-BOQ** of Works will be arrived from Schedule of Rates prevailing at the time of award of work to the contractor and for those Non-BOQ item of works, the consultancy charge will be paid at agreed percentage on arrived SR/Data Rates paid to the construction agency.
- For **REVISED BOQ** and **Non-BOQ** item of works, if any approved by the Client to the construction agency, the payment to the Consultant shall be made after the approval of the **VARIATIONS** by the Competent Authority.
- The Consultant shall submit their Running Account Bill and Final Bill to the concerned Zonal Sub-Division. The concerned Assistant Executive Engineer shall verify the bills and submit to the Concerned Executive Engineer. The concerned Executive Engineer shall verify the claims of the Consultant with respect to the Terms of Reference and submit to the Client with recommendations.**

14. Action when Key Personnel are not provided

The Consultant is required to provide the required number of Key Personnel with qualification and Experience as per the Terms of Reference (ToR). **If the services of the required Key Personnel are not made available at proper time and in specified number, the proportionate payment as specified in the break-up of cost in the Financial Proposal (Format 4C) shall be deducted from the bills of the Consultant as per the recommendation of the review committee as per the Clause 9 of the Terms of Reference. The amount deducted for not being provided the key personnel shall be Non-Refundable.** The details of deploying of the Key Personnel shall be obtained by the Client in the format and at regular intervals agreeable to the Client and the Consultant. In addition, the Consultant is liable for action under the other clauses of this contract that may ultimately result in the termination of the contract and/or blacklisting of the Consultant.

15. Penalty for failure to render satisfactory service by the Consultant

The assessment of the performance of the Consultant shall be carried out by the Client at the end of the each quarter or when the Running Account Bill is submitted by the Consultant or at shorter durations as agreed between the Consultant and the Client. The assessment shall be carried out as per the Checklist (Appendix F). If the Consultant fails to render satisfactory services as per the Terms of References, the corresponding amount as arrived from the Checklist (Appendix F) shall be deducted from each bill claimed by the Consultant. **The amount deducted towards the non-performance shall be Non-Refundable.** In addition, the Consultant is liable for action under the other clauses of this contract that may ultimately result in the termination of the contract and/or blacklisting of the Consultant.

16. Accountability

- 16.1 The construction of the Road/Structure/Part of a structure shall be to the Standards. Deficiency in the construction of Road/Structure/Part of a structure if any shall be the responsibility of the Consultant whether noticed during construction/part completion of a road/particular structure/component or completion of the entire road/structure.
- 16.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in construction shall have to be borne by the Consultant
- 16.3 The Client reserves the right to recover the Performance Security and Security Deposit amount vested with it.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

Between

Executive Engineer (West Division)
Gnanbharati Layout, BM Road, Kengeri,
Metro Pillar No-594 Opposite,
BDA, Bengaluru 560060.

And

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, year of ___, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

".....(hereinafter called the "Client") and, on the other hand, the following entity, liable to the Client for all the Consultants obligations under this Contract, namely, _____ (hereinafter called the "Consultants.")"]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and	_____
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Checklist for making Payments	_____
Appendix G:	Form of Guarantee for Advance Payments	Not Used

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By(Authorized Representative)

[Note: *If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By(Authorized Representative)

[Name of Member]

By(Authorized Representative)etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultant, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'Key Personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
- (m) "Sub-consultant" means any entity to which the Consultant sub-contract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

- The consultancy charges shall be deemed to be inclusive of all taxes excluding GST that the Consultant will have to pay for the performance of this Consultancy assignment. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- GST shall be paid to the agreed amount separately

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultant (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within seventy-five (75) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultant or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Fees, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, fee or any similar payment

in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor their nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, their , and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any to take out and maintain, at their (or the Sub-consultant's as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood
 - (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable

for the performance of the Services by the and its Personnel pursuant to this Contract;

- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and "), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the Appendix B.

3.7 Documents Prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Consultant and the Personnel and any employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultant, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.

6. Payment to the Consultant:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, cost of printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant have submitted an invoice to the Client specifying the amount due.

1.General	<u>III. SPECIAL CONDITIONS OF CONTRACT</u>		
Number of	Amendments of, and Supplements to, Clauses in the General		
GC Clause *	Conditions of Contract		
[1.1 (h)]	The Member in Charge is		Executive Engineer
[1.2] The addresses are:			
	Client	No-101/3 & 102/2, Executive Engineer (West Division) BDA, Gnanbharati Layout, BM Road, Kengeri, Metro Pillar No-594, Opposite, Bengaluru 560060.	
	Attention		
	E-mail		
	Consultant		
	Attention		
	Telex		
	Facsimile		
	E-mail		

[1.3 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.4 The Authorized Representatives are:

No-101/3 & 102/2, Executive Engineer
(West Division) BDA, Gnanbharati Layout,
BM Road, Kengeri, Metro Pillar No-594,
: Opposite, Bengaluru 560060.

For the Client

For the
Consultant : _____

[1.5 The consultancy charges shall be deemed to be inclusive of all taxes excluding GST that the Consultant will have to pay for the performance of this Consultancy assignment. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
GST shall be paid to the agreed amount separately for the agreed amount.

- The date on which this Contract shall come into effect is the Date on which the
- [2.1 Contract is signed by the Client and the Consultant
 - [2.2 The time period shall be fifteen (15) days
 - [2.3 The period shall be 15 months or till the completion of the project whichever is later
 - [3.1 The risks and the coverages shall be:

- Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any or their Personnel, for the period of Consultancy;
- (2) Third Party liability insurance, with a minimum coverage for Rs.3,00,000.00 for the period of Consultancy;
 - Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with
 - (3) the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
 - (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
 - Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
 - (5)
- [3.2 (c) The other actions are taking any action under a civil works contract, for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]
- [3.2] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]
- [4.1] The Contract Price is Rs._____ (Rupees only)
- [4.2] Payments will be made to the Consultant against the Running Bills submitted by the Consultant and as per the Clause 6 of GC

Interest on Delayed Payments

There shall not be any provision to pay interests on delayed payments. The Consultant has no right to claim the interest on delayed payments.

3. Action when Key Personnel are not provided

The Consultant is required to provide the required number of Key Personnel with qualification and Experience as per the Terms of Reference (ToR). If the services of the required Key Personnel are not made available at proper time and in specified number, the proportionate payment as specified in the break-up of cost in the Financial Proposal (Format 4C) shall be deducted from the bills of the Consultant. **The amount deducted for not being provided the key personnel shall be Non-Refundable.** In addition, the Consultant is liable for action under the other clauses of this contract that may ultimately result in the termination of the contract and/or blacklisting of the Consultant.

4. Penalty for failure to render satisfactory service by the Consultant

The assessment of the performance of the Consultant shall be carried out by the Client at the end of the each quarter or when the Running Account Bill is submitted by the Consultant or at shorter durations as agreed between the Consultant and the Client. The assessment shall be carried out as per the Checklist (Appendix F). If the Consultant fails to render satisfactory services as per the Terms of References, the corresponding amount as arrived from the Checklist (Appendix F) shall be deducted from each bill claimed by the Consultant. **The amount deducted towards the non-performance**

shall be Non-Refundable. In addition, the Consultant is liable for action under the other clauses of this contract that may ultimately result in the termination of the contract and/or blacklisting of the Consultant. 5.Settlement of Disputes

5.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified.

If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract, whether before its commencement or during the progress or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, "Within 30 days of arising the dispute or difference". The competent authority shall, within a period of thirty days after being requested in writing by the Consultant to do so, convey his decision to the Consultant. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Consultant. In case the services are already in progress, the Consultant shall proceed with the services, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Either party will have the right of appeal, against the decision of the competent authority, to the Executive Member, BDA, Bengaluru "within 90 days of decision of the competent authority".

The Consultant and the Client will be entitled to present their case in writing duly supported by documents. If so requested, the Executive Member, BDA, Bengaluru may allow one opportunity to the Consultant and the Client for oral arguments for a specified period. Executive Member, BDA, Bengaluru shall give its decision within a period of sixty days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

5.3 Arbitration

In view of the provision of the clause 9.2 on Dispute Settlement, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

IV. APPENDICES

Appendix A: Description of the Services

As Per TOR

Appendix B: Reporting Requirements

As Per TOR

Appendix C: Key Personnel

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.

C-2List of approved [if already available]; sameinformation with respect to their Personnel as in C-1 through C-2]]

Appendix D: Services and Facilities to be provided by the Client

As Per TOR

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

- 1. Monthly rates for local Personnel (Key Personnel and other Personnel)*
- 2. Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.